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sufficient evidence that the intention was to extend the time of payment of the debt.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. § 336.\* 13 Va.-W. Va. Enc. Dig. 29, 65.]

Error to Circuit Court, Northampton County.

Action by the Cape Charles Bank, Incorporated, against the Farmers' Mutual Exchange, Incorporated, and others. To review a judgment for defendants, plaintiff brings error. Reversed.

*J. E. Brooks Mapp*, of Accomac, for plaintiff in error.

*Benjamin T. Gunter*, and *S. J. Turlington*, both of Accomac, for defendants in error.

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NORFOLK HOSIERY & UNDERWEAR MILLS CO. v. WEST-HEIMER.

June 14, 1917.

[92 S. E. 922.]

**1. Master and Servant (§ 9\*)—Contract of Employment—Holding Over.**—A contract of employment, consisting of a holding over and continuance of a preceding employment by the year, without any notice, either from employer to employee, or from employee to employer, before the beginning of the new employment, of any proposed change in the terms of the preceding employment, is implied in law to have been of the same terms as those of the preceding employment.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. § 11.\* 9 Va.-W. Va. Enc. Dig. 663.]

**2. Master and Servant (§ 9\*)—Contract of Employment—Consideration—Alteration.**—Where the employee furnished valuable consideration to bind his new contract of employment, consisting of a holding over, by entering on its performance, the employer could not thereafter change any of the terms of the employment without the employee's assent; i. e., without the meeting of the minds of the parties on a different contract.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. § 11.\* 9 Va.-W. Va. Enc. Dig. 663.]

**3. Appeal and Error (§ 1002\*)—Review—Verdict on Conflicting Evidence.**—A jury's verdict on conflicting evidence is conclusive on the Supreme Court of Appeals.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3935-3937.\* 1 Va.-W. Va. Enc. Dig. 620.]

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

**4. Payment (§ 67 (2)\*)—Acceptance of Check—Salary—Burden of Proof.**—In an employee's action for salary, the indorsement and use by plaintiff of a salary check containing the entry on its face, "In full to July 1, 1915," was prima facie evidence that the payment was in full of salary to such date, but plaintiff was at liberty, nevertheless, to prove the correct status of the account between him and defendant employer; the acceptance and use of the check merely placing the burden of proof on plaintiff.

[Ed. Note.—For other cases, see payment, Cent. Dig. §§ 190, 192, 198.\* 11 Va.-W. Va. Enc. Dig. 118.]

**5. Estoppel (§ 90 (3)\*)—Estoppel in Pais—Acceptance of Salary.**—An employee was estopped, from drawing a larger salary per month than that shown to be due him by his employer's remittance statements, by his acceptance of the payments made him, accompanied by such statements, only if the employer was misled thereby to its prejudice, and was thus led to continue his employment beyond the term it was legally bound to continue it.

[Ed. Note.—For other cases, see Estoppel, Cent. Dig. § 248.\* 5 Va.-W. Va. Enc. Dig. 245, 276.]

\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

Error to Law and Chancery Court of City of Norfolk.

Action by Herman Westheimer against the Norfolk Hosiery & Underwear Mills Company. To review a judgment for plaintiff, defendant brings error. Affirmed.

*Loyall, Taylor & White*, of Norfolk, for plaintiff in error.

*S. M. Brandt*, of Norfolk, for defendant in error.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.